

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES COURTS
SOUTHERN DISTRICT OF TEXAS
FILED

DEC 9 2005

ANTHONY SANDOVAL,

Plaintiff

vs.

SCONET, INC. AND MICHEL
YAMMINE,

Defendants

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MICHAEL N. MILBY, CLERK OF COURT

NO. 4:05-CV-03065

DEFENDANT'S ORIGINAL ANSWER

Defendants SCONET, INC. and Michel Yammine file this Original Answer to Plaintiff Anthony Sandoval's Complaint.

A. Admissions and Denials

1. Defendants admit the allegations in paragraph 1.
2. Defendants admit the allegations in paragraph 2.
3. Defendants admit the allegations in paragraph 3.
4. Defendants admit that if Plaintiff is suing under the Fair Labor Standards Act that this Court does have federal question jurisdiction and that this Court does have supplemental jurisdiction over the state claims as alleged in paragraph 4.
5. Defendants admit the allegations in paragraph 5.
6. Defendants admit that Sconet is in the business of providing computer related services but Plaintiff's use of "IT Services" is vague and cannot be specifically

denied or admitted. Defendants admit that Yammine is the President of Sconet but denies the remaining allegations as stated in paragraph 6.

7. Defendants admit that Mr. Sandoval had the titles of Systems Engineer and Zone Manager but denies the remaining allegations in paragraph 7.
8. Defendants deny the allegations in paragraph 8.
9. Defendants admit that Mr. Sandoval signed a "Confidentiality, Non-Disclosure and Non-Competition Agreement" but denies the rest of the allegations in paragraph 9.
10. Defendants deny the allegation in paragraph 10.
11. Defendants are without knowledge or information sufficient to form a belief as to the truth of paragraph 11.
12. Defendants deny the allegations in paragraph 12.
13. Defendants deny the allegation in paragraph 13.
14. Defendants deny the allegations in paragraph 14.
15. Defendants deny the allegations in paragraph 15.
16. Defendants deny the allegations in paragraph 16.
17. Defendants deny the allegations in paragraph 17.
18. Defendants deny the allegation in paragraph 18.
19. Defendants deny the allegation in paragraph 19.
20. Defendants deny the allegation in paragraph 20.
21. Defendants deny the allegations as stated in paragraph 21.
22. Defendants deny the allegation in paragraph 22.

23. Defendants admit that they have expressed an intention to enforce the non-competition and non-solicitation agreement and deny the remaining allegations in paragraph 23.
24. Defendants deny the allegations in paragraph 24.
25. Defendants deny that Plaintiff is entitled to relief as requested in the Prayer.

B. Affirmative Defenses

26. Defendants are not liable to plaintiff because plaintiff was an independent contractor working in the computer field and was exempt under the Fair Labor Standards Act.

C. Prayer

For these reasons, Defendants ask the Court to do the following:

- a. render Judgment that Plaintiff take nothing,
- b. dismiss Plaintiff's suit with prejudice,
- c. assess costs against Plaintiff,
- d. award Defendants' attorney fees, and
- e. award defendant all other relief to which they are entitled.

Respectfully Submitted,



Tom A. Dickens
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Fax: (832)263-1319

ATTORNEY IN CHARGE FOR DEFENDANTS

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Answer was served on Leymon Solomon, The Solomon Law Firm, PC, who is the attorney in charge for Plaintiff, whose address is 10777 Westheimer, Suite 1100, Houston, Texas 77042, via facsimile to 713-260-9637, on 12-9-05.

A handwritten signature in black ink, appearing to read "Tom Dickens", written over a horizontal line.

Tom Dickens